## 3/25/10 CH. 13 PLAN - DEBTS SHEET (MIDDLE DISTRICT - DESARDI VERSION) Lastname-SS#: Munn-8451 SURRENDER COLLATERAL RETAIN COLLATERAL & PAY DIRECT OUTSIDE PLAN Sch D # Description of Collateral Description of Collateral Creditor Name Creditor Name 13 ARREARAGE CLAIMS REJECTED EXECUTORY CONTRACTS/LEASES Arrearage Creditor Name Sch D# (See †) Creditor Name Description of Collateral \*\* \*\* Retain \*\* \*\* \*\* PNC (Escrow) \*\* #REF! \*\* #REF! LTD - DOT ON PRINCIPAL RESIDENCE & OTHER LONG TERM DEBTS Monthly Adequate Minimum **Creditor Name** Sch D# Int. Rat **Description of Collateral Equal Payment** Protection Contract Amou PNC \$794 N/A n/a \$794.00 House, Land & Escrow PNC (Escrow) \$178 N/A n/a \$178.00 House, Land & Escrow STD - SECURED DEBTS @ FMV Adequate Minimum Creditor Name Sch D # FMV Int. Rat **Description of Collateral** Protection **Equal Payment** Citifiancial Auto \$7,965 5.00 \$285.94 2006 Dodge Magnum \$80 STD - SECURED DEBTS @ 100% Payoff Adequate Minimum Creditor Name Sch D # Int. Rat **Description of Collateral** Retain Amount Protection **Equal Payment** 5.00 ATTORNEY FEE (Unpaid part) Amount PROPOSED CHAPTER 13 PLAN PAYMENT Law Offices of John T. Orcutt, P.C. \$1,700 SECURED TAXES Secured Amt \$1,128 per month for months, then 6 IRS Tax Liens Real Property Taxes on Retained Realty UNSECURED PRIORITY DEBTS \$1,691 per month for 32 months. \$10,472 State Taxes \$1,436 **Adequate Protection Payment Period:** 8.24 months. Personal Property Taxes \$253 Alimony or Child Support Arrearage Sch D # = The number of the secued debt as listed on Schedule D CO-SIGN PROTECT (Pay 100%) Payoff Amt Adequate Protection = Monthly 'Adequate Protection' payment amt. Int.% All Co-Sign Protect Debts (See\*) = May include up to 2 post-petition payments. GENERAL NON-PRIORITY UNSECURED Co-sign protect on all debts so designated on the filed schedules. Amount\*\* \* = Greater of DMI x ACP or EAE (Page 4 of 4) None(\$0) DMI= None(\$0) Ch13Plan\_MD\_(DeSardi Version 1/12/10) © LOJTO Other Miscellaneous Provisions Plan to allow for 3 "waivers" • The Deed of Trust held by PNC is secured by the Debtors' residence and an escrow account. As such, the anti-modification provisions of 1322(b)(2) do • Accordingly, the Debtor's plan proposes to re-amortize the outstanding balance of \$142,450.00 over the remaining term of the mortgage, from July 2010 to November 2038, at a permanently fixed interest rate of 5%. • This will result in a Principal and Interest payment on this note of \$793.69 for the remaining term. The Chapter 13 Trustee shall also disburse to PNC a monthly escrow payment in the amount of \$178.27, representing 1/12th of the annual amount due to Durham County for real property and for payment • In the event that PNC objects to the periodic payments extending beyond the length of the plan, the Debtor will distribute, pursuant to 1325(a)(5)(B)(ii),

- In the event that PNC objects to the periodic payments extending beyond the length of the plan, the Debtor will distribute, pursuant to 1325(a)(5)(B)(ii) property in the form of a new Deed of Trust to PNC complying with these terms.
- This modification shall be deemed to be in compliance with the requirements of HAMP and the Debtor and PNC shall be entitled to distributions from the United States Department of Treasury under such program.